



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

enable the chemist to sublime it in a tube, or test it in any other method he may choose to employ.

By this process of Reinsch, two square inches of copper can be coated distinctly by the one-thousandth of a grain of arsenic. The practical limit of detection, by this test, has been calculated at one part in two millions!

It has become a maxim among chemists and jurists, that the objections to any one test are removed by the successful applications of others, not open to the same difficulties. This maxim cannot be too prominent in the mind of an expert, who should thus be prepared to defend one test by the aid of another.

If, in the course of a chemico-legal research, the chemist invariably ascertains the purity of his re-agents, and his apparatus, by previous investigation, one great source of error will be avoided.

As a last precaution, the expert should be prepared to bring into Court the tubes containing the arsenical rings, and if possible, any other specimen of the poison which he may have obtained. This has sometimes been neglected. We believe that in France, it is considered essential to the evidence. Regnault even directs, that the pieces of porcelain, etc., with which the apparatus of Marsh is first tried, should be placed alongside of those stained by the arsenic, that he may thus exhibit as part of the evidence the irreproachable character of the agents employed during his researches.

S. W. M.



RECENT AMERICAN DECISIONS.

Circuit Court of the United States, Eastern District of Pennsylvania. September, 1852.

THE PHILADELPHIA STEAM NAVIGATION CO. *v.* THE DELAWARE.

PALMER *et al.* *v.* THE OSPREY.

1. A steamer on her way to sea at night, with her signal lanterns properly placed, saw a barque, *without lights*, heading up the river to the starboard of her wake. She accordingly starboarded her helm, to keep off the track of the barque, but the

latter, about the same time, unobserved by the steamer, changed her course, by porting her helm, so that a collision ensued. *Held*, that as the course and position of the steamer could be well understood on the barque, the latter was in fault, and she was accordingly condemned in damages.

2. Though a sailing vessel is not bound to carry lights at sea, yet if a collision occurs, occasioned by their absence, the party thus in fault, will be held liable.

Appeal in Admiralty from District Court. Cross libels for collision.

The facts and arguments in this case, with the opinion of the Court below, will be found fully reported in 4 Am. L. Jour., N. S. 533, &c.

Mr. *St. Geo. T. Campbell* and Mr. *Wm. B. Reed*, for Appellants.

Mr. *Geo. M. Wharton* and Mr. *Balch*, for Appellees.

September 13. The opinion of the Court was delivered by GRIER, J.

Taking all the other circumstances of these cases together, and omitting the fact of almost total darkness, and that the barque could see the steamboat, while the steamboat could not see the barque, the steamboat would have clearly been held liable for the damages of the collision. It is true there is no law requiring vessels navigating the high seas after night to carry signal lights, and I concur with the District Court that it is much to be regretted.

The case before us is briefly this: a steamboat and a sailing vessel are meeting one another on a very dark night in the Delaware Bay, six or seven miles within the Capes. The barque has the wind free. They are approaching each other at the rate of sixteen, or at the least calculation, fifteen miles an hour, and therefore approximate in a right line at the rate of a mile in four minutes. The steamboat has three lights out. The barque has none. The barque sees the steamboat approach. Sailing before the wind, she has the power to give the steamer a wide berth, and obviate all possible danger of collision.

Now, if the steamer had the same opportunity of observing the course of the barque, the latter knowing this fact, would have a right to expect a consequent caution on the part of the steamer.

But I think it is plain, from the testimony, that the light shown by the barque was too late to be of any benefit, or to warn the steamer of its approach, till the very moment of the collision. The warning given of the approach of the barque, by her sails intercepting the light from the light-house, like that of the lamp from the barque, was also too late, as well as too uncertain, to justify the steamboat in taking any other means of escaping a collision, than those she did take. The order to starboard the helm before stopping the boat and reversing her engine, may have been wrong, and it may be true, that these latter orders were not fully executed at the time of the collision. It may be true also, that the order of the barque to starboard her helm, and disregard that of the steamboat captain to port it, was correct, and the only way of avoiding a collision which would have destroyed the barque. But these considerations cannot affect the case. It was the fault of the barque and not of the steamboat, that the vessels were brought into such proximity, that such mistakes might be made, in the dark, when the pilot of the steamboat could neither judge of the distance between the approximating vessels, the rates of their approach, or the relative angle of their respective courses. It was the duty of the barque, which could see, to give a wide berth to the boat, which could not see, and not to leave it in the power of the pilot, by a mistake in a moment of surprise, to cause a collision.

The rule of passing to the right, or porting the helm, in cases of vessels meeting on the same line, is founded on the supposition that each party can see the other. But where one is blind and the other knows it, he should not put himself within reach of injury, by any mistake of the blind, or run over him, or knock him down for not observing the rule.

The Court cannot establish any rule to bind vessels navigating the high seas after night to carry signal lights; but where one party does this and the other does not, we can, and will treat (in a case *cæteris paribus*) the dark boat as the wrong-doer, and liable to make reparation. In rivers and narrow channels, and in har-

bors, there are generally local regulations requiring it. But if there be not, it would still be advisable for vessels sailing, either in close or open channels, to keep proper signal lights on dark nights, if they expect a remedy in courts, in case of collision.

The decree of the District Court in these cases is therefore affirmed.

Circuit Court of the United States for the First Circuit.

SYLVANUS HOLBROOK, ET AL. VS. THE AMERICAN INSURANCE
COMPANY.

Construction of clauses in fire policy respecting subsequent insurance, and termination of interest.

Meaning of the word "assigns."

A conveyance which equity will treat as a mortgage does not terminate the interest of the assured.

Insurance made by a mortgagee at the expense of the mortgagor, is subsequent insurance by the mortgagor.

This was an action on a policy of insurance against fire, underwritten by the defendants, in the sum of seventy-five hundred dollars, on moveable machinery, and stock in a cotton mill. The destruction of the property by fire being admitted, and the preliminary proof of loss required by the policy having been proved, the defence turned on two clauses in the policy; which were in the following words: "and if the said insured or their assigns shall hereafter make any other insurance on the same property, and shall not forthwith give notice thereof to this corporation, and have the same endorsed on this instrument, or otherwise acknowledged by them in writing, this policy shall cease, and be of no further effect." "The interest of the assured in this policy is not assignable, unless by consent of this corporation, manifested in writing, and in case of any transfer or termination of the interest of the insured in this policy, either by sale, or otherwise, without